REORGANIZATION PLAN

SAU Submitting:

MSAD 48 - Corinna, Hartland, Newport, Palmyra, Plymouth, St. Albans MSAD 38 - Etna, Dixmont

Contact Information:

John Backus, Superintendent

MSAD 38

44 Plymouth Road Carmel, ME 04419

Telephone:

(207) 848-5173

Fax:

(207) 848-5196

William P. Braun, Superintendent

MSAD 48

Box 40

Newport, ME 04930

Telephone: (207) 368-5091

Fax:

(207) 368-2192

Date Submitted by SAU: December 1, 2007

Resubmitted by SAU:

August 14, 2008

Proposed RSU Operational Date: July 1, 2009

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrate Included in APPROVED		School Administrative Units Submitting Reorganization Plan
MSAD #38		
MSAD # 48		
- 4.20		
-		
-		
Contact Information: RPC Chair		
Name:	Dan Costain	
Address:	PO Box 516	
	Newport, ME	04953
Telephone:	(207) 257-363	33
email:	dcostain@msac	148.org
Date Plan Submitted:		
Proposed RSU Operationa	al Date:	

Board (SAD # 48
Signature Title	Date A sile	SAU
Stonatured the	Date 1	MSAO 38 SAU
1 Supt	- 8/14/00	MAND 48
Signature/Title	Date/	SAU
Signature/Title	Date	SAU

Reorganization Plan Cover Sheet (Please attach Reorganization Plan as Exhibit A)

	Required Elements						
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		Х				
3.A(2)	Size of governing body		X				
(-)	Composition of governing body		X				
	Apportionment of governing body		X				
3.A(3)	Method of voting of the governing body		х				
3.A(4)	Composition of local school committees		X				
	Powers of local school committees		X				
	Duties of local school committees		X				
3.A(5)	Disposition of real & personal school property		X				
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X				
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X				
3.A(7)	Assignment of school personnel contracts		X				
3.2 x(7)	Assignment of school collective bargaining agreements		X				
	Assignment of other school contractual obligations		X				
3.A(8)	Disposition of existing school funds and existing financial obligations		X				
3.A(9)	Transition plan that addresses the development of a budget for the first school year		x				
	Transition plan that addresses interim personnel policies		X				
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X				
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X				
3.A(12)	Estimate of cost savings to be achieved		X			П	
3.A(12)	Such other matters as the governing bodies of the school						
J.A(13)	administrative units in existence on the effective date of this chapter may determine to be necessary		X				

1 of 3

Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.
 Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

	Parameters for Plan Developmen	nt					
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		X				
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X				
3.B(2)	Comprehensive programming for all students grades K - 12.		X				
	Includes at least one publicly supported high school		X				. 🔲
3.B(3)	Consistent with policies set forth in section 1451		X				
3.B(4)	No displacement of teachers		X				
2.2(.)	No displacement of students		x				
٠	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X				
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		X				
	Collaborative Agreements				810 - 0		
							o _Z
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							

MSAD 38 412 Students MSAD 48 2085 Students

Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: 2497

Exception	Exception Claimed in Plan		on Provided? as Exhibit B)
		Yes	No
Geography	X	X	
Demographics	X	X	
Economics	X	X	
Transportation	X	x	
Population Density			
Other Unique Circumstances			

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the Exceptions to 2500 minimum section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers -

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier	
Lasa,		

Assistance Needs -

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?
- · · · · · · · · · · · · · · · · · · ·		

1. The units of school administration to be included in the proposed reorganized Regional School Unit.

The proposed Regional School Unit includes the following School Administrative Units:

Maine School Administrative District No. 48

Maine School Administrative District No. 38

2. The size, composition and apportionment of the governing body.

The Regional School Unit Board will be composed of 19 members. Each town (Corinna, Dixmont, Etna, Hartland, Newport, Palmyra, Plymouth and St Albans) shall have a minimum of 2 members with weighted votes.

Board members shall receive \$ 20. per member per meeting plus mileage at the state per mile rate, subject to the approval of the voters of the RSU.

3. The method of voting of the governing body. Each of the participating towns shall elect representatives to the board for a term of up to 3 years. The weighted vote shall be determined based upon the latest census updated by the State Planning Office as of the organization date. Voting weights are determined per the chart below.

Town	Population	# of Votes	# of Members	Votes per member	% per member	Equal weight per member	Equal % per member	Excess over equal
Newport	3093	213	4	53	5.33%	53	5.26%	0.06%
Hartland	1899	131	2	65	6.54%	53	5.26%	1.28%
Corinna	2254	155	3	52	5.18%	53	5.26%	-0.09%
StAlbans	1855	128	2	64	6.39%	53	5.26%	1.13%
Palmyra	2074	143	2	71	7.14%	53	5.26%	1.88%
Plymouth	1308	90	2	45	4.51%	53	5.26%	-0.76%
Etna	981	68	2	34	3.38%	53	5.26%	-1.88%
Dixmont	1053	73	2	36	3.63%	53	5.26%	-1.64%
Totals	14517	1000	19	17-711-7				

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by Section 20-A M.R.S.A. 1472B. Initial Board Members will be elected in January 2009, with each town electing their subsequent representative as they normally do following the initial election. Voting of all meetings of the board shall be by hand, voice or roll call in cases of unanimous votes. The votes of all members present shall be recorded in the minutes. The Board shall follow Roberts Rules of Order or Maine State Law when applicable.

4. The composition, powers and duties of any local school committees to be created.

The Planning Committee voted not to have local school committees; therefore all management of the Regional School Unit shall be the responsibility of the Regional School Unit Board of Directors.

- 5. The disposition of real and personal school property.
- A. Real Property and Fixtures. All real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the Regional School Unit. The Regional School Unit Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the Region's right, title and interest in such real property and fixtures.
- **B.** <u>Personal Property</u>. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAU's, except as listed below:

Name of SAU

Description of Excluded Personal Property

NONE

The Regional School Unit Board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

c. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the Regional School Unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

D. The following is a list of assets that will be transferred to the RSU:

Corinna Elementary School
Etna Dixmont Elementary School
Hartland Consolidated School
Newport/Plymouth Elementary School
Nokomis Regional High
Palmyra Consolidated School
Sebasticook Valley Middle School
Somerset Valley Middle School
St. Albans Consolidated School
MSAD 48 Bus Garage
MSAD 48 Central Office
Mullens Woods

In the event that the RSU Board determines that the RSU has no need of the previously listed assets the RSU will follow Maine State law and shall offer the property for \$1 to the town(s) that owned the property prior to July 1, 2009 and the inception of the RSU.

- 6. The disposition of existing school indebtedness and leasepurchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.
- A. <u>Bonds, Notes and Lease Purchase Agreements That the Region Will Assume</u>. The region shall assume liability to pay the following bonds, notes and lease purchase agreements: **NONE**

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

Existing debt means any bond, note, loan agreement, lease purchase agreement or other debt instrument issued prior to July 1, 2009 for the purposes of funding public schools or for refinancing such debt that remains outstanding at the time of

reorganization pursuant to this chapter. Existing debt does not include routine payables or commercial contract obligations.

Original Educational Unit means:

- 1. a previous education unit that has existing debt
- 2. a municipality that has existing debt incurred on behalf of a previous education unit.

If the voters or other applicable legislative body of MSAD 38 or MSAD 48 has authorized or plans to authorize the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20A M.R.S.A. 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements.

Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

Notwithstanding any other provision of law or any provision of any trust agreement, a new unit may use any sinking fund or other money set aside by the original education unit to pay an existing debt to pay that debt.

B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

Name of	Year	Original	Asset Acquired,	Principal	Local	Final
SAU	Issued	Principal	Constructed or	Balance as	Share	Maturity
		Amount	Renovated	of July 1, 2009	Balance as of July 1, 2009	Date
MSAD 48	1997	\$1,890,000	Corinna Addition	\$378,000	0	11/1/2011
MSAD 48	2002	\$13,435,000	2 New Middle Sch.	\$8,732,750	\$1,625,000	11/1/2021
MSAD 48	2000	\$685,700	Newport Renovation	\$90,344	\$26,346	10/1/2010
MSAD 38	2003	\$503,200	Roofing Project	65,355	65,355	7/15/2012

MSAD 48 anticipates applications and votes on DOE renovation projects as follows:

Corinna and Hartland Elementary Heating Renovations Nokomis High School Elevator Newport Elementary Hallway Flooring Replacement

These projects if approved, the debt will be reassigned to the current MSAD 48.

C. New Capital Project Debt that Region Will Issue and Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements:

SAU	Project Description	 Date Authorized by SAU Legislative Body
NONE	,	

D. New Capital Project Debt that the Region Will Issue But Will Not Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region will not assume liability to pay the following bonds, notes and lease purchase agreements:

SAU	Project Description	 Date Authorized by SAU Legislative Body

- 1			
	NONE		
	NONE		
		t e	
	110111		

- E. <u>Defaulted Debt is Excluded from Being Assumed</u>. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.
- F. <u>Other Debt Not Assumed</u>. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.
- 7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.
- School Personnel Contracts. A list of all written individual Α. employment contracts to which each of the existing SAU's is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAU's from terminating or no renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU. A list of all employees of the existing SAU's who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAU's from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. <u>School Collective Bargaining Agreements</u>. The following collective bargaining agreements to which the SAU's are a party shall be assumed by the regional school unit board as of the operational date:

SAU	Positions Included in Bargaining Unit	Next Termination Date
MSAD 38	Teachers	2008
MSAD 48	Teachers	2011
MSAD 48	Bus drivers,	2011
MSAD 48	Hourly Paraprofessional	2009
•		<u> </u>
•		
•		

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

After the operational date of the new RSU, July 1, 2009 the RSU board will negotiate all new contracts as appropriate.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

C. <u>Other School Contractual Obligations</u>. A list of all contracts to which the existing SAU's are a party and that will be in effect as of the operational date is attached as Exhibit 7-C.

The RSU shall assume the following contracts as of the operational date See Exhibit 7-C

EXHIBIT 7-A WRITTEN INDIVIDUAL EMPLOYMENT CONTRACTS

				Contract
District	Location	Name	Position (*Home Base)	Expiration
MSAD 48		William Braun	Superintendent	6/30/2012
MSAD 48		John Peterson	Transportation Director	12/31/2009
MSAD 48		Janet Morse	Special Services Director	6/30/2009
MSAD 48		Norleen Fleming	Assistant Special Services Director	6/30/2009
		-	Instructional Improvement	
MSAD 48		Virginia Secor	Administrator	6/30/2009
MSAD 48		Douglas Doyon	Finance Manager	6/30/2009
MSAD 48		Raymond Shute	Business Manager	6/30/2009
MSAD 48		Licia Goodridge	Facilities & Systems Administrator	6/30/2009
	Sebasticook Valley	-		
MSAD 48	Middle	Fredrick Johnston	Principal	6/30/2009
MSAD 48	Corinna Elementary Hartland	Richard Fernald	Principal	6/30/2009
MSAD 48	Consolidated	Denise Kimball	Principal	6/30/2009
MSAD 40	Somerset Valley	Demse Kimban	Timolpai	0,00,200
MSAD 48	Middle	Don Roux	Principal	6/30/2009
(13AB 40	riidaic	SON ROOK	·	0, 00, 000
MSAD 48	Newport Elementary	Randy Gould	Principal	6/30/2009
TISKE 10	Palmyra	nanay could		-,,
MSAD 48	Consolidated	Amanda Hersey	Principal	6/30/2009
110112 11	St. Albans	· · · · · · · · · · · · · · · · · · ·	·	
MSAD 48	Consolidated	Amanda Hersey	Principal	6/30/2009
	Nokomis Regional	•	•	
MSAD 48	High	Arnold Shorey	Principal	6/30/2009
	Nokomis Regional	•		
MSAD 48	High	Mary Nadeau	Assistant Principal	6/30/2009
	Nokomis Regional			
MSAD 48	Hìgh	Jason Tardy	Dean of Students / A.D.	6/30/2009
	Nokomis Regional			
MSAD 48	High	Stanley Buchanan	Music	
	Nokomis Regional		Nokomis Broadcasting Director	
MSAD 48	High	Matthew Brown	6/30/08	6/30/2009
	Nokomis Regional			
MSAD 48	High	Fred Umphrey	JROTC Instructor	6/30/2009
	Nokomis Regional			5 10 0 10 5 0 0
MSAD 48	High	John McKim	JROTC Instructor	6/30/2009
	Nokomis Regional		- · · · · · · · · · · · · · · · · · · ·	
MSAD 48	High	Amy McCormick	Social Worker (grant)	
	Nokomis Regional			
MSAD 48	High		Paychalagical Evamines -*C O	
WOAD 40			Psychological Examiner -*C.O.	
MSAD 48		~ person ~	8/31/09 Psychological Examiner -*C.O.	
MCAD 40		Patricia Conant	8/31/09	8/31/2009
MSAD 48 MSAD 48		Susan Russell	Librarian / Media – *Palmyra	0,01,2005
		Chris Gee	Infor Tech Director - *Nokomis	
MSAD 48		Patti Johndro	Network Administr *Nokomis	6/30/2009
MSAD 48		· ·	Help Desk Coord *Nokomis	6/30/2009
MSAD 48		Matt Fowle	Computer Tech	8/31/2009
MSAD 48		Susanne Paige Carol Pearl	School Nurse - *Nokomis	8/31/2009
MSAD 48		Nancy Hoskins	School Nurse - Elementary	0/31/2009
MSAD 48		- · ·	School Nurse 50% - SAD 48/38	6/30/2009
MSAD 48		Pam Wildman	Adult Ed Director - *Nokomis	6/30/2009
MSAD 48		Suzanne Rojas Penny Townsend	Health Coord, - *Corinna	0/30/2009
MSAD 48		reility Townsella	Gifted & Talented - *Somerset	
MSAD 48		Karen McGrady	8/31/08	8/31/2009
MSAD 48		James Dyer	OSHA Training Coordinator	6/30/2009
MSAD 48		Don McDougal	Chemical Safety Coordinator	6/30/2009
MSAD 48		David Leighton	Food Services	6/30/2009
MSAD 48		Tyrone Page	HVAC Technician	6/30/2009
MSAD 48 MSAD 38		John Backus	Superintendent - 33%	6/30/2009
-	Etna-Dixmont	Cynthia Alexander	Principal	6/30/2009
MSAD 38	EIIIG-DIAIIIUIIL	Cynthia Alexander	Maintenance/Transportation Director	
MSAD 38		Mike Corson	44%	
MSAD 38	Etna-Dixmont	Pam Wildman	School Nurse 50% - SAD 38/48	6/30/2009
MSAD 38	Etna-Dixmont	, will triumquit	Aide	-,,
, 10/10/00			-	

EXHIBIT 7-B

NO WRITTEN INDIVIDUAL EMPLOYMENT CONTRACTS

District	Location	Name	Position
MSAD 48	Supt.'s Office	Alice Guay	Administrative Assistant / Supt.
MSAD 48	Supt.'s Office	Amy Towle	Payroll Gerk
MSAD 48	Supt 's Office	Angelena Hili	Secretary / Accounts Payable
MSAD 48	Supt.'s Office	Licia Goodridge	Administrative Assistant / Receptionist
MSAD 48	Supt.'s Office	Sherri Langlais	Administrative Assistant / Special Education
MSAD 38	Supt.'s Office	Evelyn Curtis	Administrative Assistant / Supt 33%
MSAD 38	Supt.'s Office	Shirley Waning	Bookkeeper - 33%
MSAD 38	Bus Garage	Duane Smith	Mechanic - 44%
MSAD 38	Etna-Dixmont	Carol Hopkins	**Administrative Assistant
MSAD 38	Etna-Dixmont	Jennifer Ouellette	**Ed Tech III Title
MSAD 38	Etna-Dixmont	Donna Morris	**Ed Tech II Special Education
MSAD 38	Etna-Dixmont	Shane Yardley	**Ed Tech II Special Education
MSAD 38	Etna-Dixmont	Debra Bauer	**Ed Tech I Special Education
MSAD 38	Etna-Dixmont	Tammy Hill	**Ed Tech I Local Entitlement
MSAD 38	Etna-Dixmont	Amy Harriman	**Ed Tech I Title
MSAD 38	Etna-Dixmont	Rebecca Churchill	**Ed Tech I Local Entitlement
MSAD 38	Etna-Dixmont	Linda Vanags	**Ed Tech I Library
MSAD 38	Etna-Dixmont	Colleen Tibbetts	**Cook
MSAD 38	Etna-Dixmont	Stacey Lawler	**Assistant Cook
MSAD 38	Etna-Dixmont	Ernest Gray	**Custodian
MSAD 38	Etna-Dixmont	Ernest Starbird	** Night Custodian
MSAD 38	Etna-Dixmont	Lisa Randall	***Bus Driver
MSAD 38	Etna-Dixmont	Audrey Hardy	***Bus Driver
MSAD 38	Etna-Dixmont	Tammy Mills	***Bus Driver
MSAD 38	Etna-Dixmont	Saralynn Hardy	***Bus Driver
MSAD 38	Etna-Dixmont	Terisa Ross	***Bus Driver
MSAD 38	Etna-Dixmont	Melinda Hotham	***Bus Driver
MSAD 38	Etna-Dixmont	Patricia Tocci	***Bus Driver

** Presumably will come under Paraprofessional Bargaining Unit

*** Presumably will come under Bus Driver Bargaining Unit

EX 7C	CONTRACTING PARTY	TYPE OF CONTRACT	EXPIRATION DATE
SAU 48	Seimans Bldg Tech	HVAC-Middle Schools	2009
48	Tyler Technologies	Accounting	Annual
48	Powerschool	SIS	Annual
48	Norris	Life Safety	2010
48	Somerset Property Management	Mowing	2009
48	Doug Babcock	Mowing	2009
48	Contracted	Snow Removal	2009
48	Sub Management	Substitutes	Annual
48	A-Copi	Office machines	2012
48	Transco	Office machines	2012
48	F.I.N.D. INC	OT Services	Annual
48	Therapy Solutions	PT Services	Annual
48	Mr. J's Taxi	Special Transportation	Annual
48	KVCAP Transportation	Special Transportation	Annual
48	Sunshine Courier	Special Services	Annual
48	Bangor Interpreting Services	Interpreters for parents	Annual
48	Emily McCue-Smith	Interpreter for parents	Annual
48	Results OT Services	OT Service out of District facilities	Annual
48	A. E. Robinson	Heating Oil, Propane	Annual
48	Advance Data Systems	Accounting Software	Annual
48	Atlantic Communications	Telcom	Annual
48	A. B. Dick	Copier Maintenance	Annual
48	AffiliatedHealth Care Systems	EAP	Annual
48	Aqua Maine	Town Water	Annual
48	Avaya Communications	Phone System	Annual
48	Bio - Rem	Back Flow Device Testing	Annual
48	Contracted	Phone System Maintenance	Annual
48	Clifford Bottling Co.	Bottled Water	Annual
48	Central Maine Waste Water	Nokomis Lagoon	Annual
48	Corrine's Cleaning Service	Cleaning Services	Annual
48	Dirigo Waste	Chemical Treatment	Annual
48	Drummond Woodsum	Legal Counsel	Annual
48	Carpenter Association	Engineering Services	Annual
48	Gaftek LLC	Fuel tank inspections	Annual
48	HETH Health Environmental	Well water testing	Annual
48	Ikon Office Solutions	Copier Maintenance	Terminated
48	Jobs for Maine	Student Services	Annual
48	Maine Oxy	Acetylene	Annual
48	Morris Fire	Fire Extinguishers Inspection	Annual
48	Naturalawn	Lawn care	As needed
48	Northeast Paging	Paging equipment	Annual
48	Pinnacle Development Group	Software development	As needed
48	Pitney Bowes	Postage meter	2009
48	Prexar	Business Forms	Annual
48	Signet	Telephones (middleschools)	Annual
48	Sprague Energy	Fuel – Heating Nokomis	Annual
48	Towers North	Radio tower rental	Annual
48	Unicel	Cellular Services	2008
48	U.S.Cellular	Cellular Services	2009
48	Unifirst Corp	Uniform Rental	Annual
48	Whitten's 2-Way	Radio repairs	As needed

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The SAU Board and superintendent shall seek to terminate or negotiate for termination of the following contracts prior to the operational date:

SAU	Contracting Party	Type of Contract	Expiration Date
	NONE		
			· ···

- 8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.
- A. <u>Existing Financial Obligations</u>. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- (iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied

existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Salaries and benefits payable after June 30, 2009 including all summer salaries earned during 2008/09 shall be the responsibility of the district of SAD 38 and SAD#48 when the work was completed.

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

Remaining Balances; As part of the transition to the cost sharing formula of the regional school unit, the unexpended balances received by the treasurer of the regional school unit from Maine School Administrative District No. 38 & 48 shall be used during the first five fiscal years of the RSU to reduce the local contributions of the towns of the original SAU's (38/48) to the RSU. The aggregate amount to be used in each of the first four fiscal years for this purpose shall be approved in writing by a majority of the members of the RSU Board representing each of the towns in the original SAU's (38/48). The aggregate amount approved for this purpose for each of the first four fiscal years shall be allocated to original SAU's (38/48) in proportion to the amounts of their respective State valuations in the preceding calendar year. As an alternative to the use of all of these unexpended balances to reduce the local contributions of the towns of each of the original SAU's (38/48), the RSU Board, with the written approval of a majority of the members of the regional school unit board representing each of the original SAU's (38/48), may approve the use of a portion of these unexpended balances for capital and/or minor capital projects to be conducted at schools located in the original SAU's (38/48). Any remaining balance of these funds which has not been expended during the first four fiscal years of the RSU shall be used to reduce the local contributions of the town of the original SAU's (38/48) to the regional school unit during the fifth fiscal year without requiring approval by a majority of the members of the RSU Board representing each of the original SAU's (38/48).

- C. Reserve Funds. SAU's shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.
- D. <u>Scholarship Funds</u>. SAU's shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.
- E. <u>Trust Funds</u>. SAU's shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.
- 9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

The initial RSU Board shall be elected in accordance with 20-A MRSA 1472-A and shall have the transitional powers and duties provided by 20-A MRSA 1461-A

A. <u>Transition Plan for Budget Development</u>. The regional school unit board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the region.

The regional school unit board shall select a superintendent of schools in accordance with Section1051 of Title 20-A. During the interim period, the salary, office and other expenses of the superintendent, as well as the cost of the regional school unit board, including insurance, shall be allocated to the school administrative units as provided below.

It shall be the responsibility of the new RSU Board to create a proposed budget for the 2009-10 school year. The regional school unit board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the regional school unit to become operational on July 1, 2009; including the authority to open and maintain accounts, to incur expenses not to exceed \$500,000 to be allocated among the regional school units' member SAU's in accordance with their respective most recent state valuation and to file applications for school construction projects and revolving renovation fund loans and other available funding.

B. <u>Transition Plan for Personnel Policies</u>. All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Minutes of the following public meeting(s) held to prepare or review the reorganization plan are on file.

Date of Public Meeting	Time	Location		
Wednesday, September 12, 2007	7:00 pm	Sebasticook Middle School, Newport		
Wednesday, September 26, 2007	7:00 pm	Sebasticook Middle School, Newport		
Monday, October 22, 2007	7:00 pm	Etna-Dixmont School, Etna		
Tuesday, November 13, 2007	7:00 pm	Sebasticook Middle School, Newport		
Tuesday, February 5, 2008	7:00 pm	Hartland Consolidated, Hartland		
Monday, July 21, 2008	7:00 pm	Sebasticook VMS, Newport		

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

If the plan is rejected by one or more SAU's, the region shall not be formed under this plan, and the SAU's shall re-start the process to form a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

All cost savings listed in this plan are estimated and subject to change. Although the structure of the system administration for the RSU is yet unknown, we estimate that the formation of the regional unit will result in very small cost savings during the first three years of operation.

First year - 2009_ - 2010__:

Estimated savings:

Central office, Services Sal/Bene.

ne. \$ 65,000

Special Ed and Curriculum Sal/Bene

\$ 65,000

Additional expensed in aligning salary benefits for professional staff. \$113,000

Total Savings

\$17,000.00

Second year - 2010_ - 2011__:

Estimated savings: Transportation, Software, Buildings, Maintenance

Total \$20,000.00

Third year - 2011__ - 2012__:

Estimated savings: Other than the continuance of the above listed cost savings, additional savings are unknown at this time. Efforts to look at other regional efforts will be pursued.

We do not expect to see savings over the present budget due to increases resulting from salary negotiations and general inflationary cost increases in goods and services. Savings within the RSU are greatly reduced because of the relationship MSAD 38 already shares with MSAD #23. The expected penalty for not approving the regulation process is estimated by DOE as:

MSAD 38 \$ 61,665.00 MSAD 48 \$341,934.00 13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.

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13-A. Plans to reorganize administration, transportation, building and maintenance and special education.

MSAD 48 and MSAD 38 plan to address all areas of possible sharing of services to reduce each of the cost areas. MSAD 48 plans to work with MSAD 38 in providing special education oversight and professional services.

The two districts plan to review transportation in the areas of sharing and possibly realigning attendance practices for students residing closer to the Etna – Dixmont School who presently attend the Newport/Plymouth School.

We plan to work together on the maintenance of facilities including having MSAD 48 maintenance take over the maintenance of facilities and HVAC for MSAD 38.

The RSU is committed to continue pursuing partnership and relationship with other regional RSU's and entitles to reduce overall operating costs and increase efficiencies.

Presently both MSAD 38 and MSAD 48 operate below state averages for total per student operational costs. Given these numbers, neither District needs to produce savings at the level required by legislative action.

13-B. Cost Sharing in Regional School Units

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formula:

The additional local costs of operating this Regional School Unit will be shared among the member municipalities according to 20-A MRSA. § 1481-A – that is by the same local share percentages for each municipality resulting from the determination of the local contribution under 20-A MRSA section 15688.

This cost-sharing formula also applies to the non-state funded local only debt raised by the Regional School Unit.

This local cost sharing formula may be amended by using the following procedure if requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the RSU, or if approved by a majority of the full Board of directors of the RSU:

- 1. The RSU will hold at least one meeting with the municipal representatives to reconsider the method of cost sharing.
- 2. The RSU will form a committee comprising of one member chosen by each of the municipalities and one RSU Board member from each municipality.
- 3. The Reconsideration Committee will meet and discuss the data and other information as needed by the committee. The Superintendent will serve as the facilitator of the meeting unless the committee chooses another person for that role.
- 4. The committee, by majority vote, will submit a recommendation to the RSU Board. If the committee recommends a change in the cost sharing formula the recommendation must also include an effective date for that change.
- 5. The RSU Board will call for a referendum vote held for the purpose of acting upon the recommended change in the cost sharing formula.
- 6. The change will be effective upon a majority vote of the voters in each municipality in the RSU.
- 7. The secretary of the RSU Board will notify the state board of any change.

13-C. Election of initial board of directors.

NOTE: We have deleted this section from the template since this issue is now addressed in state law at 20-A M.R.S.A. § 1472-A

13-D. Tuition Contracts and School Choice

1. Tuition Contracts

The following tuition contracts are in existence as of the date of this Plan: As of the date of this plan MSAD 38 has an exclusive contract with MSAD#48 to for providing secondary education to the secondary students of MSAD 38. With consolidation of the two above districts that contract will be terminated.

The current contract with MSAD 48 does allow for the MSAD 38 Board to approve a parent's request for their child to attend a different high school provided that the parent can prove to the board that there is an educational opportunity needed by the child provided at the alternate high school and not at Nokomis Regional High. This plan recognizes that provision and allows for those students who have been approved previously to be "grandfathered" and to be able to continue to attend that alternate high school. In addition, the RSU Board will allow any sibling of the "grandfathered" student to also attend that same alternate high school provided that the sibling is within four grade levels of the student. This plan in no way constitutes present or future school choice.

The RSU will pay the tuition to those schools with the monetary limit not to exceed the allowable tuition rate of the RSU. Any and all additional costs will be responsibility of the parents.

School Choice

The following SAU's offer some or all of their students a choice of which school to attend:

NOT APPLICABLE

13-E. Claims and Insurance

Disclosure of claims

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of November 13, 2007

NONE

13-F. Vote to submit reorganization plan to Commissioner.

Vote to be Adopted by SAU 38 and SAU 48 to submit Reorganization Plan to the Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the Reorganization Planning Committee to reorganize MSAD 38 and MSAD 48 into a regional school unit with an operational date of July 1, 2009 are determined to be necessary within the meaning of Section XXXX-36(5)(M) and the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit.

13-G. Section for RSUs with fewer than 2,500 students

Geography

MSAD 38 and MSAD 48 are located in central Maine and are composed of approximately 270 square miles. MSAD 48, home to school transportation is 420,000 miles per year by itself, making this area geographically larger.

Demographics

The demographics are similar between the two districts and make them good partners.

Economics

Existing collaborations are to be preserved or enhanced and opportunities to deliver services to be maximized. Adult education is providing to citizens of MSAD 38 and the two district proudly share a school nurse. Both districts own and operate their own bus fleet leaving some future opportunity for savings.

COLLABORATIVE AGREEMENTS

Collaborative agreements are agreements to share the responsibility for and cost of the delivery of certain administrative, instructional and non-instructional functions. "Collaborative agreements" includes, but is not limited to:

- A. Shared purchasing or contract agreements;
- B. Agreements for shared staff or staff training;
- C. Agreements to share technology or technology support;
- D. Agreements to provide special education programs and support services;
- E. Agreements to share accounting, payroll and financial management services:
- F. Agreements to coordinate transportation routing and vehicle maintenance;
- G. Agreements to share food service planning and purchasing; and
- H. Agreements to coordinate energy and facilities management.

Yes, Rural School Partnerships will continue. We presently share nursing personnel. MSAD 48 also offers specialized programs to MSAD 38 based on student needs.

RSU 19 TIMELINE

November 2008

Referendum Vote on Plan

January – March 2009

Board Election

March 2009

Superintendent Hired

Sub-Committee Work

March – June 2009

Policy Work

January – August 2009

Negotiations

January – May 2009

Budget Work (with MSAD 38 and MSAD

48 Boards)

January - June 2009

Monthly Board Meetings

May 2009

Public Budget Meetings

June 2009

District Budget Meeting

June 2009

Budget Validation Referendum Vote

July 1, 2009

Operational Start Date for RSU 19

Original Election for all RSU Board positions Ensuring elections to be matched to town meeting as follows.

TOWN	<u>MEMBERSHIP</u>	TERMS EXPIRE
Corinna	{3}	March 2010 March 2011 March 2012
Dixmont	{2}	March 2010 March 2011
Etna	{2}	June 2010 June 2011
Hartland	{2}	March 2010 March 2011
Newport	{ 4 }	March 2010 March 2011 March 2011 March 2012
Palmyra	{2}	March 2010 March 2011
Plymouth	{2}	March 2010 March 2012
St. Albans	{2}	March 2011 March 2012

Initial board terms shall be staggered as provided by 20A MRSA 1472-B

MSAD #48 Regional Planning Committee Members

Name	Member as	Town	ST	Zip	Phone
Representing Corinna:					
Kieth Ober	Citizen	Corinna	ME	04928	944-3221
Scott Richard	Citizen	Corinna	ME	04928	441-6104
Gary Dumoulin	Selectmen	Corinna	ME	04928	924-7802
David Sharpe	School Board	Corinna	ME	04928	278-4538
Lyndon Hopkins	School Board	Corinna	ME	04928	278-3353
Suzan Reed	School Board	Corinna	ME	04928	278-5055
Representing Hartland:					
Dana Littlefield	Citizen	Hartland	ME	04943	938-3861
Greg Tasker	Selectman	Hartland	MĖ	04943	938-5263
Christopher Littlefield	School Board	Hartland	ME	04943	938-3660
Dwayne Littlefield	School Board	Hartland	ME	04943	938-3022
Representing Newport:					
Jim Ricker	Town Manager	Newport	ME	04953	368-4410
Al Worden	Selectman	Newport	ME	04953	368-4934
Chris Dow	Selectman	Newport	ME	04953	
Lynne Ciachette	Citizen	Newport	ME	04953	679-2211
Roger Carr	Citizen	Newport	ME	04953	368-2258
Mary Ann Smith	School Board	Newport	ME	04953	278-3276
Allen Graves	School Board	Newport	ME	04953	368-4640
George Lougee	School Board	Newport	ME	04953	368-2273
Carl Smith III	School Board	Newport	ME	04953	278-3276
Representing Palmyra:					
Herb Brindley	Selectman	Palmyra	ME	04965	938-5624
Loujean Reyheuser	Citizen	Palmyra	ME		938-2974
Kelly Rowell	School Board	Palmyra	МЕ		938-4967

MSAD #48 Regional Planning Committee Members

Name	Member as	Town	ST	Zip	Phone
Douglas Smith	School Board	Palmyra	ME	04965	368-2096
Representing Plymouth:					
Kristy McKenzie	Selectwoman	Plymouth	ME	04969	257-4982
Paris White	Citizen	Plymouth	ME	04969	257-2702
Dan Costain	School Board	Plymouth	мЕ	04969	257-3633
Emily Green	School Board	Plymouth	ME	04969	257-4574
Representing St. Albans	*				
Rhonda Stark	Town Manager	St. Albans	ME	04971	938-4568
Peter Duncombe	Citizen	St. Albans	ME	04971	938-4617
Kevin Bowman	School Board	St. Albans	ME	04971	938-4468
Patricia Gallison	School Board	St. Albans	ME	04971	938-4354
Representing Etna					
Kim Wing	School Board	Etna	ME	04434	
Lisa Krahn	Selectwoman	Etna	ME	04434	
Janet Winchester	Citizen	Etna	ME	04434	269-2505
Debbie Garcia Representing Dixmont	Citizen	Etna	ME	04434	
Phil Dolan	School Board	Dixmont	ME	04932	234-4315
Susie Hopkins	Citizen	Dixmont	ME	04932	234-2164
Garrit McKee	Selectman	Dixmont	ME	04932	
Shirlene Lindsey Consultants/Facilitators	Town Treasurer	Dixmont	ME	04932	
CONSUMATION FACILITATIONS					
John Backus	Superintendent	MSAD 23			848-5173
William Braun	Superintendent	MSAD 48			368-5091
Walter McIntyre	Facilitator	Maine DOE			